

No. 07/038

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs, and has the honor to refer to recent discussions between representatives of our two governments regarding issues related to United States military and Department of Defense civilian personnel (defined as members of the United States Armed Forces and civilian employees of the United States Department of Defense, respectively, hereafter referred to collectively as United States personnel) and United States contractors (defined as non-Belizean companies and firms, and their employees who are not nationals of Belize, under contract to the United States Department of Defense) who may be temporarily present in Belize in connection with military training, exercises, humanitarian activities, and other activities as mutually agreed.

As a result of these discussions, the Embassy proposes that United States personnel be accorded the privileges, exemptions, and immunities equivalent to those accorded to the administrative and technical staff of a diplomatic mission under the Vienna Convention on diplomatic relations of April 18, 1961; that United States personnel may enter and exit Belize with United States identification and with collective movement or individual travel orders; that Belize authorities shall accept as valid all professional licenses issued by the United States its political subdivisions or states thereof to United States personnel for the provision of services to authorized personnel; and that Belize authorities shall accept as valid, without a driving test or fee, driving licenses or permits issued by the appropriate United States Authorities to United States personnel for the operation of vehicles. The Embassy further proposes that United States personnel be authorized to wear uniforms while performing official duties and to carry arms while on duty if authorized to do so by their orders.

The Government of Belize recognizes the particular importance of disciplinary control by United States armed forces authorities over United States personnel and, therefore, authorizes the Government of the United States to exercise criminal jurisdiction over United States personnel while in Belize. The Government of the United States recognizes that United States personnel should respect the laws of Belize.

The Embassy further proposes that the United States Department of Defense and United States personnel shall not be liable to pay any tax or similar charge assessed within Belize and that the United States Department of Defense and United States personnel may import into, export out of, and use in Belize any personal property, equipment, supplies, materiel, technology, training, or services in connection with activities under this Agreement. Such importation, exportation, and use shall be exempt from any inspection, license, other restrictions, customs duties, taxes, or any other charges assessed within Belize. The Governments of the United States of America and Belize shall cooperate to take such measures as may be necessary to ensure the security and protection of United States personnel, property, equipment, records, and official information in Belize.

The Embassy proposes that vessels and vehicles operated by or, at the time, exclusively for the United States Department of Defense be permitted to enter, exit, and move freely within the territory of Belize, and that such vehicles (whether self-propelled or towed) shall not be subject to the payment of overland transit tolls. Vessels and aircraft owned or operated by or, at the time, exclusively for the United States Department of Defense shall not be subject to the payment of landing, parking, or port fees, pilotage charges, lighterage, and harbor dues at facilities owned and operated by the Government of Belize. Aircraft owned and operated by or, at the time, exclusively for the United States Department of Defense shall not be subject to payment of navigation, overflight, terminal or similar charges when in the territory of Belize. The United States Department of Defense shall pay reasonable charges for services requested and received at rates no less favorable than those paid by the Armed Forces of Belize. Aircraft and vessels of the United States Government shall be free from boarding and inspection.

The Embassy also proposes that the United States Department of Defense may contract for any materiel, supplies, equipment, and services (including construction) to be furnished or undertaken in Belize without restriction as to choice of contractor, supplier, or person who provides such materiel, supplies, equipment or services. Such contracts shall be solicited, awarded and administered in accordance with the laws and regulations of the Government of the United States of America. Acquisition of articles and services in Belize by or on behalf of the United States Department of Defense in connection with activities under this Agreement shall not be subject to any taxes or similar charges in Belize.

The Embassy further proposes that United States contractors shall not be liable to pay any tax or similar charge assessed within Belize in connection with activities under this Agreement and that such contractors may import into, export out of, and use in Belize any personal property, equipment, supplies, materiel, technology, training, or services in fulfillment of contracts with the United States Department of Defense in connection with activities under this Agreement. Such importation, exportation, and use shall be exempt from any license, other restrictions, customs duties, taxes, or any other charges assessed within Belize.

The Embassy proposes that United States contractors shall be granted the same treatment as United States personnel with respect to professional and driver's licenses.

The Embassy proposes that United States personnel shall have freedom of movement and access to and use of mutually agreed transportation, storage, training, and other facilities required in connection with activities under this Agreement.

The Government of Belize recognizes that it may be necessary for the United States Armed Forces to use the radio spectrum. The United States Department of Defense shall be allowed to operate its own telecommunication systems (as telecommunication is defined in the 1992 Constitution and Convention of the

International Telecommunication Union). This shall include the right to utilize such means and services as required to ensure full ability to operate telecommunication systems, and the right to use all necessary radio spectrum for this purpose. Use of the radio spectrum shall be free of cost to the United States Government.

Further, the Embassy proposes that the Parties waive any and all claims (other than contractual claims) against each other for damage to, loss, or destruction of the other's property or injury or death to personnel of either Party's Armed Forces or their civilian personnel arising out of the performance of their official duties in connection with activities under this Agreement. Claims by third parties for damages or loss caused by United States personnel shall be resolved by the United States Government in accordance with United States laws and regulations.

Finally, the Embassy proposes further that our two Governments, or their designated representatives, may enter into implementing arrangements to carry out the provisions of this Agreement.

If the proposals set forth herein are acceptable to the Government of Belize, the Embassy proposes that this note, together with the Ministry's reply to that effect, shall constitute an Agreement between the two Governments, which shall enter into force on the date of the Ministry's reply, with effect from April 24, 2007, and which may be terminated by either Party upon twelve months written notification to the other Party through diplomatic channels of its intent to terminate.

The Embassy of the United States of America avails itself of this opportunity to renew to the Ministry of Foreign Affairs of the Government of Belize the assurances of its highest consideration.

Embassy of the United States of America,
Belmopan, July 2, 2007.





MINISTRY OF FOREIGN AFFAIRS AND FOREIGN TRADE

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Our Reference: FA/BR/17/07 (2)

NOTE NO. 695

The Ministry of Foreign Affairs and Foreign Trade of Belize presents its compliments to the Embassy of the United States of America and has the honour to refer to the latter's note 07/038 of July 2, 2007 which reads as follows:

"The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs, and has the honor to refer to recent discussions between representatives of our two governments regarding issues related to United States military and Department of Defense civilian personnel (defined as members of the United States Armed Forces and civilian employees of the United States Department of Defense, respectively, hereafter referred to collectively as United States personnel) and United States contractors (defined as non-Belizean companies and firms, and their employees who are not nationals of Belize, under contract to the United States Department of Defense) who may be temporarily present in Belize in connection with military training, exercises, humanitarian activities, and other activities as mutually agreed.

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vehicles. The Embassy further proposes that United States personnel be authorized to wear uniforms while performing official duties and to carry arms while on duty if authorized to do so by their orders.

The Government of Belize recognizes the particular importance of disciplinary control by United States armed forces authorities over United States personnel and, therefore, authorizes the Government of the United States to exercise criminal jurisdiction over United States personnel while in Belize. The Government of the United States recognizes that United States personnel should respect the laws of Belize.

The Embassy further proposes that the United States Department of Defense and United States personnel shall not be liable to pay any tax or similar charge assessed within Belize and that the United States Department of Defense and United States personnel may import into, export out of, and use in Belize any personal property, equipment, supplies, materiel, technology, training or services in connection with activities under this Agreement. Such importation, exportation, and use shall be exempt from any inspection, license, other restrictions, customs duties, taxes, or any other charges assessed within Belize. The Governments of the United States of America and Belize shall cooperate to take such measures as may be necessary to ensure the security and protection of United States personnel, property, equipment, records, and official information of Belize.

The Embassy proposes that vessels and vehicles operated by or, at the time, exclusively for the United States Department of Defense may be permitted to enter, exit, and move freely within the territory of Belize, and that such vehicles (whether self-propelled or towed) shall not be subject to the payment of overland transit tolls. Vessels and aircraft owned or operated by or, at the time, exclusively for the United States Department of Defense shall not be subject to the payment of landing, parking, or port fees, pilotage charges, lighterage, and harbor dues at facilities owned and operated by the Government of Belize. Aircraft owned and operated by or, at the time, exclusively for the United States Department of Defense shall not be subject to payment of navigation, overflight, terminal or similar charges when in the territory of Belize. The United States Department of Defense shall pay reasonable charges for services requested and received at rates no less favorable than those paid by the Armed Forces of Belize. Aircraft and vessels of the United States Government shall be free from boarding and inspection.

The Embassy also proposes that the United States Department of Defense may contract for any materiel, supplies, equipment, and services (including construction) to be furnished or undertaken in Belize without restriction as to choice of contractor, supplier, or person who provides such materiel, supplies, equipment or services. Such contracts shall be solicited, awarded and administered in accordance with the laws and regulations of the Government of the United States of America. Acquisition of articles and services in Belize by or on behalf of the United States Department of Defense in connection with activities under this Agreement shall not be subject to any taxes or similar charges in Belize.

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The Embassy proposes that United States contractors shall be granted the same treatment as United States personnel with respect to professional and drivers' licenses.

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Further, the Embassy proposes that the Parties waive any and all claims (other than contractual claims) against each other for damage to, loss, or destruction of the other's property or injury or death to

personnel of either Party's Armed Forces or their civilian personnel arising out of the performance of their official duties in connection with activities under this Agreement. Claims by third parties for damages or loss caused by United States personnel shall be resolved by the United States Government in accordance with United States laws and regulations.

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The Embassy of the United States of America avails itself of this opportunity to renew to the Ministry of Foreign Affairs of the Government of Belize the assurances of its highest consideration.

Embassy of the United States of America,
Belize City, July 2, 2007."

The Ministry of Foreign Affairs and Foreign Trade of Belize has the further honor to inform the Embassy of the United States of America that the proposals set forth above in the Embassy's note number 07/038 of July 2, 2007, are acceptable to the Government of Belize and to confirm that the Embassy's note and this note shall constitute an Agreement between the two Governments, which shall enter into force on the date of this note, with effect from April 24, 2007.

The Ministry of Foreign Affairs and Foreign Trade of Belize avails itself of this opportunity to renew to the Embassy of the United States of America the assurances of its highest consideration.



**Embassy of the United States of America
Belmopan**

Monday, October 29, 2007